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8 *Attorneys for Defendant*
9 **SYNCHRONY FINANCIAL**

10

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 CATHERINE LILLY,

14 Plaintiff,

15 v.

16 SYNCHRONY FINANCIAL, A
17 PUBLIC COMPANY D/B/A/
18 SYNCHRONY BANK,

19 Defendant.

20 Case No.: 2:16-cv-02687-JCM-VCF

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22 **STIPULATION TO SUBMIT TO**
23 **BINDING ARBITRATION AND**
24 **ORDER**

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26 **IT IS HEREBY STIPULATED** by Catherine Lilly, (“Plaintiff” or “Lilly”) and
27 Defendant Synchrony Financial d/b/a Synchrony Bank (“Defendant” or “Synchrony”), by
28 and through their respective attorneys of record, that this entire action, Case Number 2:16-
cv-02687-JCM-VCF filed on November 22, 2016, and any of Plaintiff’s claims against
Synchrony related to her claims concerning the Telephone Consumer Protection Act of 1991
(TCPA) shall be submitted to binding arbitration. Said arbitration shall be heard in Nevada.

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30 **IT IS FURTHER STIPULATED** that the District Court’s Order dated February 1,
31 2017, dismissing Count III of Plaintiff’s Complaint shall remain in effect.

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33 **IT IS FURTHER STIPULATED** that all remaining matters related to this action in
34 the U.S. District Court, be immediately dismissed without prejudice and all dates currently
35 on Calendar with the District Court are vacated.

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37 **IT IS FURTHER STIPULATED** that each party and their attorney of record hereby
38 agrees through this stipulation that this matter will be submitted to the JAMS Managed
Arbitration Process (“JAMS”) for binding arbitration.

1 **IT IS FURTHER STIPULATED** that each party and their attorney of record hereby
2 agrees that the arbitration, heard by Arbitrator Phillip M. Pro, will be administered by JAMS,
3 in accordance with the JAMS Comprehensive Arbitration Rules and Procedures.

4 **IT IS FURTHER STIPULATED** that except as may be agreed between the parties,
5 or their attorneys, or as otherwise provided by law, the Arbitrator in his or her sole discretion,
6 shall have the authority to rule on any and all motions submitted for determination by the
7 parties.

8 **IT IS FURTHER STIPULATED** that except as may be agreed between the parties,
9 or their attorneys, or as otherwise provided by law, the Arbitrator in his or her sole discretion,
10 shall control the proceedings and regulate the order of proof.

11 **IT IS FURTHER STIPULATED** that any award shall be in writing and signed by
12 the Arbitrator. It shall include a determination of the questions submitted to the Arbitrator
13 and the findings of the Arbitrator. Any party to the arbitration shall be entitled to have the
14 award of the Arbitrator entered in any court of competent jurisdiction.

15 **IT IS FURTHER STIPULATED** that each party and their attorney of record hereby
16 waives any right each may have to trial by judge, trial by jury, trial *de novo* or new trial.

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1 By signing this Stipulation, counsel of record for both Plaintiff and Defendant
2 represent that they have full authority from their respective clients to enter into this
3 Stipulation on their clients' behalf.

4 DATED this 4th day of April, 2017.

5 HAINES & KRIEGER, LLC

7 By: /s/ David H. Krieger
8 David H. Krieger
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10 *Attorneys for Plaintiff*
11 CATHERINE LILLY

DATED this 5th day of April, 2017.

LEWIS ROCA
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10 *Attorneys for Defendant*
11 SYNCHRONY FINANCIAL

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14 **ORDER**

15 IT IS SO ORDERED.

16 By: *James C. Mahan*
17 U.S. District Judge
18 DATED: April 9, 2018